

DVHA Routing Form

Type of Agreement: **Contract** Agreement #: **16800** Form of Agreement: **Amendment** Amendment #: **3**

Name of Recipient: **Lake Champlain Capital Management, LLC** Vendor #: **274800**

Agreement Manager: **Jason Elledge** Phone #: **802-879-5946**

Brief Explanation of Agreement: **Independent third party validation of the methodology used to determine program savings and return on investment (ROI) as required by the Vermont Chronic Care Initiative (VCCI).**

Start Date: **March 1, 2010** End Date: **December 31, 2012** Maximum Amount: **\$232,616.00**

Amendments Only: Maximum Prior Amount: **\$220,020.00** Percentage of Change: **5.72%**

Bid Process (Contracts Only): ☒ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778	\$232,616.00	

Contents of Attached Packet

- ☒ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research
☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU
☒ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: **Amendments 3,2,1, Original**

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	7/12	7/12
DVHA BO	Jill Gould	7/12/11	7/12/11
DVHA Commissioner <i>or Deputy</i>	Vicki Loner	7/12/11	7/12/11
AHS Attorney General	Seth Steinzor	7/18/11	7/18/11
Following Approvals for Contracts Only:			
AHS CIO	Angela Roulle		
AHS Central Office	Martha Faber		
AHS Secretary	Patrick Flood, Dept Sec		

Vision Account Codes: **3410010000 20405 507600 41628, 41491, 41626**

☐ Subrecipient Module Entry
☐ FFATA Entry

Initials & Date

Vision PO #:

3074

Note: All sections are required. Incomplete forms will be returned to department.

CHECK ONLY ONE BOX IF APPLICABLE:

☐ ARRA Contract☐ ACA Contract

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA

Contract #: 16800

Amendment #: 3

Vendor Name: Lake Champlain Capital Management, LLC

VISION Vendor No: 274800

Vendor Address: 1018 Cheese Factory Road, Shelburne, VT 05482

Starting Date: 3/1/2010

Ending Date: 12/31/2012

Amendment Date: UPON EXELUTION

Summary of agreement or amendment: Independent third party validation of the methodology used to determine program savings and return on investment (ROI) as required by the Vermont Chronic Care Initiative (VCCI).

II. FINANCIAL INFORMATION

Maximum Payable: \$232,616 Prior Maximum: \$ 220,020 Prior Contract # (If Renewal):

Current Amendment: \$12,596 Cumulative amendments: \$ 157,616 % Cumulative Change: 210.15 %

Business Unit(s): 3410

VISION Account: 507600

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties?

☒ Yes ☐ No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing
☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
☐ Yes ☒ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)
☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
Telecommunications over \$100,000
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

7/21/11 *Heidi Jones*
Date Agency / Department Head7/20/11 *Patrick Flood*
Date Agency Secretary or Other Department Head (if required)7/19/11 *[Signature]*
Date Approval by Attorney General

Date Approved by Commissioner of Human Resources

Date CIO (initial) Date CMO (initial)

Date Secretary of Administration

REC'D JUL 25 2011

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Lake Champlain Capital Management, LLC (hereafter called the "Contractor") that contract number 16800, effective 3/1/10, is hereby amended effective upon execution, as follows:

By deleting in Amendment number 2, on page 1 of 18, Item 1 (Section 3. Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$232,616.00.

By deleting in Amendment number 1, on page 1 of 7, Item 2 (Section 4, Contract Term) and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of the Contractor's performance shall begin on March 1, 2010 and end on December 31, 2012.

By adding the following language to the Scope of Work amended on December 16, 2010, and again amended June 27, 2011, subsequent letter J on page 2 of 18 with the following:

J. The Vermont Chronic Care Initiative (VCCI) requires independent third party validation of the methodology used to determine program savings and return on investment (ROI). Contractor will provide consultation on developing a financial model, based on and adapted from the Blueprint financial model, and will provide validation of the model's appropriate use by the VCCI vendor in determining program savings and ROI.

Deliverables:

Provide consultation and assistance to DVHA in developing a financial model, adapted from the Blueprint financial model that is appropriate for use in evaluating savings and ROI by the VCCI vendor. Provide documentation of the final VCCI financial model, including but not limited to data and categories of costs, which may include but not be limited to: admissions to acute care; emergency department utilization; readmissions to acute care; selected pharmacy costs.

Validate use of the final VCCI financial model by the VCCI vendor to ensure the model is accurately applied. It is anticipated that the assignment will require not less than 27 hours of Contractor work between amendment signature date and December 31, 2012. In the event that the project may take longer than anticipated during the contract period, the Contractor will reserve (the "Reserve") up to an additional 25 hours at the specified billing rate as outlined in Attachment B of this document. The use of that Reserve would only take place with the prior approval of the Medicaid Health Services and Managed Care Division Deputy Commissioner.

By deleting in Amendment number 2, on page 2 of 18 Attachment B, Payment Provisions, and substituting in lieu thereof the following.

ATTACHMENT B

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services actually performed as specified in Attachment A, up

STATE OF VERMONT, DEPT VERMONT HEALTH ACCESS
AMENDMENT TO CONTRACT FOR PERSONAL SERVICES
LAKE CHAMPLAIN CAPITAL MANAGEMENT, LLC

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CONTRACT #16800
AMENDMENT #3

to the maximum allowable. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Contractor will invoice monthly, for services performed in this contract. The contract maximum is \$232,616.00. Monthly program reports will outline progress toward completing deliverables as noted in Attachment A, as well as the work planned for the next month. The monthly program report will be in sufficient detail as to document progress toward and/or achievement of deliverables described in Attachment A. Contractor will be paid an hourly rate of \$188.00.

All reports related to this contract should be submitted in electronic format. **Invoices should be approved by the State.**

An electronic copy of the Monthly Progress Report should be sent to:

Lisa Dulsky Watkins, MD
Blueprint for Health – Associate Director
Department of Vermont Health Access
312 Hurricane Lane
Williston, Vermont 05495-2806
Lisa.Watkins@ahs.state.vt.us

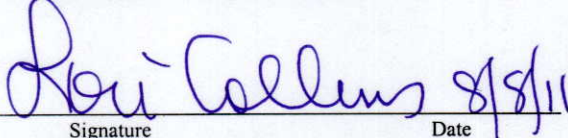
An electronic copy of all reports; and, an **original signed hard copy of invoices** should be sent to:

Jason Elledge
Blueprint for Health - Project Manager
Department of Vermont Health Access
312 Hurricane Lane - Suite 102
Williston, Vermont 05495-2806
Jason.Elledge@ahs.state.vt.us

The State reserves the right to withhold part or all of the contract funds if the state does not receive timely documentation of the successful completion of contract deliverables.


This amendment consists of 2 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#16800) dated 3/1/10 shall remain unchanged and in full force and effect.

STATE OF VERMONT:


Signature Date

Lori Collins, Acting Commissioner
Department of Vermont Health Access

CONTRACTOR:


Signature Date

Greg Peters
Lake Champlain Capital Management, LLC

